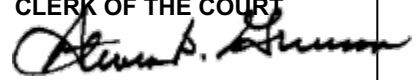


COMPLAINT
Case No. A-23-875618-C

EXHIBIT A

Electronically Filed
8/9/2023 3:11 PM
Steven D. Grierson
CLERK OF THE COURT


COMP

Kristofer Z. Riklis, Esq.
Nevada Bar No. 14754
Riklis Law, PLLC
871 Coronado Center Dr., Suite 200
Henderson, NV 89052
Telephone: (702) 720-6471
Kristofer@riklislaw.com

CASE NO: A-23-875618-C
Department 29

Attorneys for CHRISTOPHER J. HADNAGY
and SOCIAL-ENGINEER, LLC,

DISTRICT COURT
CLARK COUNTY, NEVADA

CHRISTOPHER J. HADNAGY, an
individual; and SOCIAL-ENGINEER, LLC, a
Pennsylvania limited liability company,

Plaintiffs,

v.

JEFF MOSS, an individual; DEF CON
COMMUNICATIONS, INC., a Washington
corporation; and DOES 1-10; and ROE
ENTITIES 1-10, inclusive,

Defendants.

Case No.:

Dept. No.:

COMPLAINT

DEMAND FOR JURY TRIAL
Exempt From Arbitration:

Plaintiffs seek equitable relief and
Amount in Controversy Greater Than \$50,000

COMPLAINT

For their Complaint (the, "COMPLAINT") against Defendants JEFF MOSS ("MOSS"), an individual, and DEF CON COMMUNICATIONS, INC. ("DEF CON"), a Washington corporation, (collectively, the "DEFENDANTS"); Plaintiffs CHRISTOPHER J. HADNAGY and SOCIAL-ENGINEER, LLC ("PLAINTIFFS") hereby allege as follows:

I. JURISDICTION AND VENUE

1
2 1. This is an action for damages and equitable relief resulting from defamation,
3 tortious interference with contractual relations, and other breaches arising out of DEFENDANTS'
4 conduct.

5 2. Defendant MOSS is the founder of Defendant DEF CON and is registered as the
6 corporation's governor.

7 3. Defendant MOSS organized Defendant DEF CON for the purpose of conducting an
8 annual conference in Las Vegas, Nevada (the "Event"), which is typically held each August.

9 4. According to Defendant DEF CON's website, this year's Event will be held August
10 10, 2023 through August 13, 2023, at Caesars Forum, 3911 South Koval Lane, Las Vegas, Nevada
11 89109.

12 5. Defendant MOSS has full power to decide which contributors will be allowed to
13 attend the Event, and he regularly attends and conducts business at the Event.

14 6. As of the filing of this Complaint, Defendant DEF CON's active Twitter Page
15 provides the location of Las Vegas, NV as its only location.

16 7. This Court has subject matter jurisdiction over this action under Article 6, Section 6
17 of the Nevada Constitution and based upon the DEFENDANTS' conduct in Clark County,
18 Nevada.

19 8. The amount in controversy is more than \$15,000; therefore, this case is brought in
20 the District Court of the Eighth Judicial District in and for the county of Clark, State of Nevada.

21 9. This Court has jurisdiction over this action pursuant to NRS 14.065 and NRS
22 4.370(1).

23 10. Personal jurisdiction over the DEFENDANTS in this matter is proper on the basis
24 that PLAINTIFFS' causes of action arose in Clark County, Nevada. DEFENDANTS specifically
25 availed themselves to the jurisdiction of Clark County, Nevada, by their conduct in relation to the
26 annually reoccurring Event. Pursuant to their website, DEFENDANTS have targeted this forum
27 every year for the past thirty years to solicit attendance at the Event. Pursuant to Defendant DEF
28 CON's website, the Event is "one of the oldest continuously running hacker conventions around,

1 and also one of the largest.”

2 11. The defamation and tortious interference perpetrated by DEFENDANTS were
3 expressly directed at the Event and other similar conferences which only occur in Clark County,
4 Nevada and are governed by the rules of Clark County, Nevada.

5 12. PLAINTIFFS are informed and believe, and based thereon, allege that venue is
6 proper in the District Court of Nevada pursuant to NRS 13.010 and 13.040 because the Parties
7 conducted significant business in Clark County, Nevada.

8 **II. PARTIES**

9 13. PLAINTIFFS repeat and reallege the allegations contained in paragraphs 1 through
10 12, inclusive of this COMPLAINT and incorporate the same herein by reference, as though fully
11 set forth herein.

12 14. Plaintiff CHRISTOPHER J. HADNAGY (“HADNAGY”) is, and at all times
13 relevant herein was an adult individual who presently resides in Orange County, Florida.

14 15. Plaintiff SOCIAL-ENGINEER, LLC (“SOCIAL-ENGINEER”) is, and at all times
15 relevant herein was a Limited Liability Company organized under the laws of the Commonwealth
16 of Pennsylvania.

17 16. Upon information and belief, Defendant Jeff Moss, (“MOSS”), who also refers to
18 himself online as “The Dark Tangent”, is and was, at all times relevant hereto an adult individual
19 who presently resides in King County, Washington.

20 17. Upon information and belief, Defendant DEF CON COMMUNICATIONS, INC.,
21 (“DEF CON”), is and was, at all times relevant hereto, a limited liability company organized under
22 the laws of the state of Washington.

23 18. Pursuant to Rule 10(a) of the Nevada Rules of Civil Procedure, *Nuremberger*
24 *Hercules-Werker GMBH v. Virotek*, 107 Nev. 873, 822 P.2d 1100 (1991), and other applicable
25 law, PLAINTIFFS sue the defendants designated herein as Doe Individuals and Roe Corporations,
26 the true names and capacities of whom are unknown to PLAINTIFFS at this time. PLAINTIFFS
27 are informed, believe, and thereon allege, that Defendants designated as Doe and/or Roe herein
28 were in some manner involved in and/or are responsible for the acts, omissions, events,

1 happenings, and/or offenses alleged in this COMPLAINT and/or directly and proximately caused
2 or are responsible for the damages and/or relief sought herein. PLAINTIFFS will seek leave of
3 Court to amend this COMPLAINT to name the defendants designated as Doe or Roe herein when
4 their true names and capacities are ascertained.

5 **III. ALTER EGO ALLEGATIONS**

6 19. PLAINTIFFS repeat and reallege the allegations contained in paragraphs 1 through
7 18, inclusive of this COMPLAINT and incorporate the same herein by reference, as though fully
8 set forth herein.

9 20. PLAINTIFFS are further informed, believe, and thereon allege, that there now
10 exists, and at all times material hereto, existed, such a unity of interest and ownership between
11 DEFENDANTS that the individuality and separateness between the DEFENDANTS has ceased,
12 and DEFENDANTS are merely alter egos of each other.

13 21. PLAINTIFFS are further informed, believe, and thereon allege, that there now
14 exists, and at all times material hereto, existed, such a unity of interest and ownership between
15 DEFENDANTS and Defendant Doe individuals and Roe entities (the “Fictitious Defendants”) that
16 the individuality and separateness between the DEFENDANTS and the Fictitious Defendants has
17 ceased, and they are merely alter egos of each other.

18 22. Upon information and belief, adherence to the fiction of the separate existence of
19 DEFENDANTS and the Fictitious Defendants would, under the circumstances, sanction a fraud
20 and promote injustice.

21 23. Upon information and belief, Defendant Moss has exercised such dominant control
22 over Defendant DEF CON, so much so that Defendant DEF CON serves as the alter ego of
23 Defendant Moss.

24 ///

25 ///

26 ///

27 ///

28 ///

1 24. In point of fact, PLAINTIFFS are informed, believe, and thereon allege that
2 Defendant DEF CON:

- 3 a. Does not maintain sufficient corporate books or records nor does it have
4 consistent corporate minutes;
5 b. Does not hold regular meetings for its members;
6 c. Has allowed Defendant MOSS to usurp, assert, and maintain responsibility of
7 the financial control and day-to-day decision-making for Defendant DEF CON;
8 d. Was funded and continues to be funded utilizing personal assets of Defendant
9 MOSS; and
10 e. Has disregarded such other and further corporate formalities as yet to be
11 discovered.

12 25. The lack of adherence to corporate formality in conjunction with the individual
13 influence by Defendant MOSS perpetrated upon Defendant DEF CON has blurred the line
14 between individual and corporation, and has henceforth subjected Defendant MOSS to personal
15 liability for actions and/or inactions of Defendant DEF CON.

16 26. In point of fact, it is believed and therefore averred that there became such unity of
17 ownership and interest that any corporate separateness between Defendant DEF CON and
18 Defendant Moss ceased and/or never existed.

19 27. As such, Defendant MOSS is liable for the actions, inactions, omissions,
20 commissions, debts, liabilities, and conduct of Defendant DEF CON, specifically for the events set
21 forth and arising under this Complaint.

22 28. To therefore adhere to the normal attributes of separate corporate existence
23 between Defendants MOSS and DEF CON would sanction a fraud, promote injustice, and/or lead
24 to evasion of legal and financial obligations.

25 29. By reason of the aforesaid, as the alter ego of Defendant DEF CON, Defendant
26 MOSS is liable for the obligations, debts, and liability of Defendant DEF CON arising under this
27 Complaint.

28 ///

1 30. Upon information and belief, and under the circumstances detailed above contained
2 within this COMPLAINT, PLAINTIFFS should, therefore, be entitled to seek execution against
3 the assets of all and/or any of the above-named defendants.

4 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

5 31. PLAINTIFFS repeat and reallege the allegations contained in paragraphs 1 through
6 30, inclusive of this COMPLAINT and incorporate the same herein by reference, as though fully
7 set forth herein.

8 **A. Defendant DEF CON.**

9 32. Defendant DEF CON is organized for the purpose of conducting an annual hacker
10 conference in Las Vegas, Nevada, which, according to their website, is held each August.

11 33. For the purposes of the Complaint, the term “hacker” refers to a person who uses
12 computers to gain unauthorized access to data. Despite the negative connotation surrounding the
13 term “hacker”, a hacker can also be defined as an individual utilizing computer, networking,
14 and/or technology skills to address and/or overcome technical problems and/or to ensure that
15 digital information remains secure in the custody of its owners.

16 34. Since the founding of the Event, Defendant MOSS has been and continues to be
17 known as the sole creator of the Event, and he regularly attends and conducts business at there.

18 35. Defendant MOSS has the power to single-handedly dictate the subject matter,
19 contributors, format, and other key terms for each scheduled gathering at the Event.

20 36. As previously alleged, Defendant MOSS incorporated Defendant DEF CON for the
21 purpose of conducting the annual Event.

22 37. The Event is one of the world's largest hacker conventions, and typically hosts
23 professionals to speak about IT-related and/or hacking-related subjects. The Event is highly
24 regarded in the information security (infosec) and tech industries, the international business
25 community, and by law enforcement agencies; its reputation and legitimacy have grown
26 exponentially since its inception in 1993.

27 ///

28 ///

1 38. The initial Event took place in 1993 and has annually recurred only in Las Vegas,
 2 Nevada. Attendance includes law enforcement agencies and representatives from large
 3 corporations attempting to identify security issues within their organizations, solutions thereto, and
 4 hire the appropriate businesses to consult and implement these solutions.

5 39. Defendant DEF CON's website boasts that the Event itself "provides a forum for
 6 open discussion between participants, where radical viewpoints are welcome and a high degree of
 7 skepticism is expected."

8 40. In addition to speakers, the Event also hosts a multitude of "villages" and/or
 9 workshops, i.e. break-out sessions that invite smaller groups of attendees for speeches on
 10 particular topics, and to participate in various cyber-security challenges, competitions, and/or
 11 demonstrations related to different topics.

12 41. The Event also allows attendees to participate in hacking-related "games", such as
 13 Capture the Flag (CTF), which is a hacking competition where teams of hackers attempt to attack
 14 and defend computers and/or networks.

15 **B. PLAINTIFFS and Their Contributions to the Event Throughout the Years.**

16 42. Plaintiff HADNAGY is the founder and CEO of Plaintiff SOCIAL-ENGINEER.

17 43. PLAINTIFFS regularly provide services to business entities in Nevada and
 18 nationwide including certain high-profile clientele that have terminated their
 19 contracts/relationships with Plaintiff SOCIAL-ENGINEER and have refused to do business with
 20 PLAINTIFFS as a direct result of DEFENDANTS' breaches as detailed herein.

21 44. For years prior to February of 2022, DEFENDANTS encouraged the attendance
 22 and participation of PLAINTIFFS at the Event.

23 45. PLAINTIFFS first actively participated in and acted as the host of a village at the
 24 Event starting in 2010 at DEF CON 18, and PLAINTIFFS essentially developed the popular
 25 Social-Engineer Capture the Flag ("SECTF") game.

26 46. Accordingly, up until February of 2022, PLAINTIFFS were esteemed participants
 27 in the Event, and ended up hosting one of the most attended "villages" at the Event, ("the
 28 SEVillage"). From the inaugural year of the SEVillage, it was a stand-out event that attracted

1 participants in unrivaled fashion and remains the only “village” to receive the esteemed “black
2 badge” award in its first year. Defendant MOSS encouraged and supported PLAINTIFFS in their
3 development of the SEVillage as it considerably bolstered the promotional value of the Event.

4 47. The SEVillage focused primarily on PLAINTIFFS’ area of expertise in the tech
5 industry – human error and the threat it poses to information security as well as the application of
6 scientifically proven methodologies to uncover vulnerabilities, define risk, and provide
7 remediation. PLAINTIFFS invested countless hours and resources in attending the Event and
8 developing the SEVillage.

9 48. The SEVillage became extremely popular by and amongst attendees, with the
10 break-out session requiring a 13,000 square foot space to host all willing and eager participants,
11 who waited in a que spanning three flights of stairs and spilling out into the casino. The SEVillage
12 created substantial fanfare at the Event and was always the first “village” to open at the Event. .
13 Year after year, Defendant MOSS sought out and warmly welcomed PLAINTIFFS’ attendance,
14 contributions and participation throughout the Event.

15 49. One year of the Event, the Director of the National Security Administration
16 requested to attend the SEVillage and meet Plaintiff HADNAGY. After the meeting, the Director
17 of the National Security Administration awarded Plaintiff HADNAGY the “NSA Director Coin”.

18 50. Originally, DEFENDANTS prohibited any organizations, such as Plaintiff
19 SOCIAL-ENGINEER, from accepting monetary compensation in exchange for promoting other
20 brands (the “Sponsorships”) during or in relation to a hosted “village” at the Event. However, in or
21 about 2012, DEFENDANTS changed that restrictive policy against Sponsorships in light of
22 PLAINTIFFS’ lobbying for a change in the rule. PLAINTIFFS’ lobbying was in large part due to
23 the success of the SEVillage. Accordingly, PLAINTIFFS garnered a lot of attention, exposure, and
24 income from Sponsorships during the operation of the SEVillage.

25 **C. DEFENDANTS’ Sudden Attempts to Destroy PLAINTIFFS’ Business Reputations.**

26 51. Due to the rise of COVID, the in-person portion of the Event was cancelled for
27 2020; the Event was held in a hybrid format in 2021. In order to create continuity for the
28 SEVillage, PLAINTIFFS successfully held portions of the SEVillage virtually in 2020 and 2021.

1 52. Due to the overwhelmingly positive feedback over the years at SEVillage,
2 PLAINTIFFS successfully hosted a standalone social engineering convention in February 2020 in
3 Orlando, Florida.

4 53. At or around September of 2021, Plaintiff HADNAGY was made aware that
5 Defendant MOSS was considering false and disparaging allegations leveled against Plaintiff
6 HADNAGY by a third party. On information and belief, said false allegations related to Plaintiff
7 SOCIAL-ENGINEER's purported efforts to secure confidential personal identifiable information
8 that was in the custody of a third party and prevent its wrongful redistribution. Plaintiff
9 HADNAGY immediately attempted to schedule a meeting to discuss said false allegations with
10 Defendant MOSS via text message; however, Defendant MOSS never granted Plaintiff
11 HADNAGY a meeting to discuss the nature of the false and disparaging allegations.

12 54. Plaintiff HADNAGY continued to attempt to confer with Defendant MOSS via text
13 message regarding the false allegations up through January of 2022; however, Defendant MOSS
14 never held a meeting with Plaintiff HADNAGY regarding the false allegations.

15 55. Meanwhile, and during the time period from September 2021 through January
16 2022, Defendant DEF CON was receiving submissions for the 2022 Event contributors and
17 villages, and it became increasingly evident to PLAINTIFFS that DEFENDANTS were delaying
18 any meeting with PLAINTIFFS.

19 56. Accordingly, PLAINTIFFS decided not to participate in the 2022 Event, and
20 notified DEFENDANTS on or about January 22, 2022 that PLAINTIFFS would be taking the
21 SEVillage to another convention and not holding it at the Event.

22 57. Then, suddenly and without warning, on or around February 9, 2022,
23 DEFENDANTS informed Plaintiff HADNAGY that neither he nor Plaintiff SOCIAL-ENGINEER
24 could attend, contribute to, or participate at the Event moving forward.

25 58. On or about February 9, 2022, even though PLAINTIFFS had not physically
26 participated in Event since August of 2019 (the SEVILLAGE was virtual only in 2020 and 2021),
27 Defendant MOSS authored and published a "Transparency Report" on Defendant DEF CON's
28 website, which stated as follows:

1 “We received multiple CoC violation reports about a DEF CON Village leader,
 2 Chris Hadnagy of the SE Village. **After conversations with the reporting parties**
 3 **and Chris, we are confident the severity of the transgressions merits a ban**
 4 **from DEF CON.”¹** (emphasis added).

5 59. Per DEFENDANTS, this lifetime ban on PLAINTIFFS’ attendance, contribution,
 6 and participation was allegedly based on unspecified violations of Defendant DEF CON’s “Code
 7 of Conduct”, and excluded PLAINTIFFS from the Event indefinitely. Notably, DEFENDANTS
 8 did not articulate any issues pertaining to PLAINTIFFS’ alleged attempts to secure confidential
 9 personal identifiable information that was in the custody of a third party and prevent its wrongful
 10 redistribution.

11 60. In or about 2015, Defendant MOSS published the “Code of Conduct” to Defendant
 12 DEF CON’s website. The Code of Conduct is a short statement governing the Event and focuses
 13 on harassment: “harassment [...] includes deliberate intimidation and targeting individuals in a
 14 manner that makes them feel uncomfortable, unwelcome, or afraid.” The Code of Conduct also
 15 states that “[Event] staff will be happy to help participants contact hotel security, local law
 16 enforcement, or otherwise assist those experiencing harassment [...]”

17 61. PLAINTIFFS vehemently deny any violations of the Code of Conduct at any point
 18 in time.

19 62. Plaintiff HADNAGY made multiple follow up requests to Defendant MOSS in
 20 order to address any allegations against him regarding the alleged Code of Conduct violations;
 21 however, DEFENDANTS ignored each such request. DEFENDANTS never provided any support
 22 or explanation of the allegations to PLAINTIFFS regarding their abrupt termination of Plaintiffs’
 23 attendance, contribution, and participation at the Event.

24 63. According to a post credited to Defendant MOSS on Defendant DEF CON’s
 25 website, the overarching policy underlying the “Transparency Report” clearly and falsely
 26 intimates that Plaintiff HADNAGY was a repeat perpetrator of egregious violations of the Code of
 27

28 ¹ <https://defcon.org/html/links/dc-transparency.html>.

1 conduct that were potentially criminal in nature.²

2 64. Despite the foreseeable and not unreasonable reaction and interpretation of those in
3 the infosec industry - that the Plaintiff HADNAGY was being accused of sexual misconduct as
4 was the case when other individuals had been named in previous Transparency Reports -
5 DEFENDANTS never clarified in any format the fact that the false allegations they made against
6 PLAINTIFFS were in reference to conduct that was not in any way related to the Event.
7 Specifically, DEFENDANTS never clarified that the false allegations purportedly occurred in
8 connection with PLAINTIFFS' separate business endeavors and attempts to secure confidential
9 information by enforcing their contractual non-disclosure rights and remedies, completely separate
10 and apart from the Event, which PLAINTIFFS had not attended for the past two (2) years.

11 65. PLAINTIFFS are informed and believe that DEFENDANTS did not care about the
12 truth, nor did they attempt to investigate the allegations in question. As such, the DEFENDANTS
13 became willing participants in a scheme to enrich itself and to damage PLAINTIFFS' reputations,
14 wrongly interfere with PLAINTIFFS' contractual relations, and prevent PLAINTIFFS from

15 ² The transparency report states:

16 “When we receive a report of a Code of Conduct violation, our leadership team
17 representing multiple functions and departments, conducts a review of the
18 substance in consultation with our attorney as needed. This usually involves
19 speaking with parties named in the report including potential witnesses, alleged
offender(s), and victim(s).

20 We then review all the evidence available to us through community reports, news
21 media, and internal investigations to determine whether the allegations are
22 substantiated. Most of the reports we receive are for minor violations that result in a
warning, but severe allegations may require a referral to hotel security and/or law
enforcement, especially if the report includes claims of criminal behavior. [...]

23 Repeat offenders and those who commit more egregious offenses are permanently
24 banned from our events. In the case of the most troubling offenses or those who we
25 feel may represent an ongoing risk to the community, we take the extra step of
naming them publicly. We believe we have an obligation to the community not to
26 provide cover for these individuals to quietly find new and unsuspecting victims
elsewhere. [...] We've adopted these safeguards based on recommendations from
27 the National Network to End Domestic Violence and the Violence Against Women
Office at the US Department of Justice.”

1 expanding their business and social engineering conference and/or taking the SEVillage to a
 2 different conference, as demonstrated by PLAINTIFFS' unmerited ban, and false and defamatory
 3 claims that they conducted an investigation and Plaintiff HADNAGY admitted to anything, which
 4 he vehemently denies.

5 **D. Predictable and Intentional Resulting Backlash.**

6 66. DEFENDANTS' publication of the defamatory Transparency Report created an
 7 immediate and foreseeable widespread firestorm of social media commentary, Twitter retweets
 8 and comparable online posts, that include assumptions that Plaintiff Hadnagy was a sexual
 9 predator and similar reactions to the news of Plaintiff Hadnagy's alleged violations and ban.

10 67. DEFENDANTS had only ever named sexual predators in publications of lifetime
 11 bans similar to the "Transparency Report". It was therefore likely and foreseeable that the infosec
 12 industry and tech community at large, would note and respond to the Transparency Report, which
 13 they did. Specifically, various false rumors spread rampantly across public forums and social
 14 media pages alleging that Plaintiff HADNAGY had committed the worst of sexual crimes
 15 individually and in conjunction with his operation of Plaintiff SOCIAL-ENGINEER.

16 68. This online firestorm amplified the false and defamatory Transparency Report and
 17 DEFENDANTS' false representations that Defendant HADNAGY admitted to any transgressions.

18 69. For example, on February 10, 2022, an article entitled "DEF CON bans social
 19 engineering expert Chris Hadnagy," authored by Shaun Nichols, was published via
 20 TechTarget.com.³

21 70. By way of background, TechTarget.com is a renowned and well-known news
 22 source serving the tech community.

23 71. According to that article, Plaintiff Hadnagy, "an influential figure at the DEF CON
 24 security conference, was permanently banned following allegations of misconduct at the annual
 25 Las Vegas gathering."

26
 27 ³ [https://www.techtarget.com/searchsecurity/news/252513274/DEF-CON-bans-social-](https://www.techtarget.com/searchsecurity/news/252513274/DEF-CON-bans-social-engineering-expert-Chris-Hadnagy)
 28 [engineering-expert-Chris-Hadnagy.](https://www.techtarget.com/searchsecurity/news/252513274/DEF-CON-bans-social-engineering-expert-Chris-Hadnagy)

1 72. The article goes on to state that Plaintiff HADNAGY was accused of violations,
2 but that no specifics regarding those violations were provided by DEFENDANTS.

3 73. Immediately after the publication of the “Transparency Report” and the uproar in
4 the business community, actual and potential clients of PLAINTIFFS began to terminate their
5 relationships and contracts with PLAINTIFFS, specifically citing the “Transparency Report”
6 published by DEFENDANTS. These engagements included but are not limited to teaching
7 engagements, speaking engagements, and long-term business service agreements.

8 74. A plethora of both PLAINTIFFS’ clients and potential clients have refused to do
9 business with PLAINTIFFS since the defamatory statements were published.

10 75. The cancelled engagements include other Nevada-based Cybersecurity conferences
11 such as a 6-day Cybersecurity conference hosted annually by Black Hat USA (“Black Hat”) in Las
12 Vegas, Nevada. Black Hat’s Las Vegas convention is the focal point of what Black Hat’s website
13 represents is the most respected information security event series internationally. PLAINTIFFS
14 were regular participants in Black Hat’s conference at which they conducted classes for significant
15 monetary compensation, sometimes reaching into the six-figure range.

16 76. In or about February of 2022, Black Hat’s representatives issued a ban of
17 PLAINTIFFS from Black Hat’s conference, specifically in light of DEFENDANTS’ publishing of
18 the “Transparency Report” and the online aftermath thereof.

19 77. According to Black Hat’s website, Defendant MOSS is a Director of Black Hat.

20 78. Plaintiffs are informed and believe and thereby allege that Defendant MOSS
21 published the defamatory statements to representatives of Black Hat in order to convince them to
22 institute and maintain a ban on PLAINTIFFS, and to exact further damage on PLAINTIFFS’
23 business and personal reputations. On information and belief, these false defamatory statements
24 (the, “Injurious Falsehoods”) included, but were not limited to, the following:

- 25 a. Plaintiff HADNAGY perpetrated repeated sexual harassment against various
26 victims, as an individual, and as the Chief Executive Officer of Plaintiff
27 SOCIAL-ENGINEER (the, “Acts”).
28 b. The Acts were severe and repugnant.

- c. DEFENDANTS determined that the Acts occurred based upon their purported investigation and evidence presented.
- d. DEFENDANTS confronted Plaintiff HADNAGY with the subject allegations and he both admitted to the Acts, and stated that he would cease the Acts.
- e. Despite his representations to the contrary, Plaintiff HADNAGY continued the Acts, and was thereon banned from the Event.
- f. The “Transparency Report” published by Defendant MOSS to Defendant DEF CON’s website on February 9, 2022.
- g. The Update to the “Transparency Report” published by Defendant MOSS to Defendant DEF CON’s website on January 13, 2023.

79. As a direct result of DEFENDANTS’ false, defamatory statements, Plaintiffs are informed, believe, and thereon allege that Black Hat removed Plaintiff HADNAGY from its prestigious Review Board, and banned PLAINTIFFS from the Black Hat convention in Las Vegas, Nevada.

80. In an update posted to Defendant DEF CON’s website on January 13, 2023, Defendant MOSS continued to author false and defamatory comments:

“During our investigation we spoke directly with Mr. Hadnagy about claims of his violations of our Code of Conduct. He confirmed his behavior, and agreed to stop. Unfortunately, the behavior did not stop.

Before DEF CON finalized our response, Mr. Hadnagy informed us that his Social Engineering Village would not be returning to DEF CON.

Our investigation also revealed that DEF CON is not the only security conference to receive complaints about Mr. Hadnagy’s behavior. For example, Black Hat received complaints, conducted their own investigation and removed Mr. Hadnagy from their Review Board.”⁴

///

⁴ Defcon.org/html/links/dc-news.html. This update was in regard to the United States’ District Court of Pennsylvania’s dismissal without prejudice of PLAINTIFFS’ initial lawsuit for defamation and tortious interference; that Court found a lack of personal jurisdiction in Pennsylvania.

1 81. DEFENDANTS continued to willfully publish disparaging and defamatory
2 Injurious Falsehoods about PLAINTIFFS to a targeted group of industry professionals with the
3 requisite intent to destroy PLAINTIFFS' businesses and reputations and interfere with
4 PLAINTIFFS' various contracts. PLAINTIFFS' reputations are instrumental for their business
5 models.

6 82. As a result of DEFENDANTS' defamatory statements and the publishing of the
7 Injurious Falsehoods to third parties, and wrongly interfering with various known contractual
8 relations of PLAINTIFFS, including but not limited to representatives of Black Hat,
9 PLAINTIFFS' business dealings have been decimated.

10 83. DEFENDANTS' Transparency Reports, including the defamatory "Transparency
11 Report" and update thereto, are and have been readily accessible via Defendant DEF CON'S
12 website.

13 84. DEFENDANTS have refused to communicate with Plaintiff HADNAGY, offering
14 absolutely no further explanation, public or private, as to any allegations of his conduct constituted
15 a violation of the Code of Conduct.

16 85. As a result, PLAINTIFFS have suffered, and continue to suffer, detrimental harm
17 to their reputations and business relationships as set forth herein.

18 86. Several of PLAINTIFFS' longstanding clients, the largest of which have office(s)
19 located in Las Vegas, Nevada, terminated their contract(s) with PLAINTIFFS and specifically
20 stated their grounds for termination were the Injurious Falsehoods that DEFENDANTS posted in
21 the form of the February 9, 2022 "Transparency Report" and the January 13, 2023 update thereto.

22 87. DEFENDANTS' continuing actions cause irreversible damage to PLAINTIFFS'
23 reputation and goodwill.

24 88. DEFENDANTS were clearly motivated by ill-will, spite, malice, revenge, and envy
25 of PLAINTIFFS due to PLAINTIFFS' stated intent to remove the SEVillage from the Event and
26 conduct it in a different venue, thereby removing the benefits of the extremely successful
27 SEVillage from DEFENDANTS.

28 ///

1 89. Multiple of PLAINTIFFS' clients and prospective clients began to
2 uncharacteristically terminate their contracts with PLAINTIFFS or reject deals for reasons that
3 arise from their interpretations of the Injurious Falsehoods and the "Transparency Report" and
4 update thereto.

5 90. As of the filing of this COMPLAINT, various individuals within the industry and
6 attendees of the Event have continued to contact PLAINTIFFS regarding the false defamatory
7 statements and also to post publicly to various forums including but not limited to Twitter as to
8 their misguided interpretations of the Injurious Falsehoods and to speculate as to the reason that
9 PLAINTIFFS were banned from the Event.

10 91. As a direct result of DEFENDANTS' conduct, PLAINTIFFS were forced to file
11 this action. PLAINTIFFS would not have had to file and incur the cost of this legal proceeding if
12 DEFENDANTS had not defamed PLAINTIFFS, wrongly interfered with various known
13 contractual relations of PLAINTIFFS, and abided by standards of professionalism and decency.

14 92. On information and belief, DEFENDANTS have continued to publish the Injurious
15 Falsehoods as of the filing of this COMPLAINT.

16 93. To date, PLAINTIFFS have already suffered monetary loss and other damage due
17 to DEFENDANTS' breaches.

18 94. PLAINTIFFS' longstanding participation in the Event by and through its
19 substantial following of the SEVillage and other central operations in the Event created a
20 reasonable expectation that PLAINTIFFS' extensive efforts to promote the Event and "villages"
21 therein would be compensated for via a long and fruitful management of the SEVillage and related
22 ventures. As a result of DEFENDANTS' conduct, PLAINTIFFS were deprived of these
23 reasonable expectations and business opportunities which were effectively usurped by
24 DEFENDANTS. Specifically, DEFENDANTS have replaced the SEVillage with another similar
25 "village" that was meant to attract the same audience that attended the SEVillage prior to the
26 DEFENDANTS' injurious breaches. This new village is even called the "Social Engineering
27 Community Village".

28 ///

1 95. PLAINTIFFS also seek injunctive relief regarding DEFENDANTS’ publishing of
 2 the defamatory Injurious Falsehoods, the “Transparency Report” and “Update” thereto, and related
 3 defamatory information contained in private and public forums to be remove as it has prevented
 4 PLAINTIFFS from conducting their ordinary business and that DEFENDANTS must cease their
 5 defamatory publishing of statements regarding PLAINTIFFS, remove all public online posts, and
 6 issue a clarification or retraction. Instead of focusing on the growth and maintenance of its
 7 previously esteemed endeavors, PLAINTIFFS have been forced into addressing disdain and false
 8 controversies that DEFENDANTS have not hesitated to thrust into the public eye and targets the
 9 heart of PLAINTIFFS’ business: their reputation.

10 96. PLAINTIFFS also seek monetary damages for DEFENDANTS’ breaches and to
 11 pay PLAINTIFFS’ losses in full including, without limitation, lost business revenues, public
 12 relations expenses, legal expenses, and attorneys’ fees.

13 **FIRST CAUSE OF ACTION**

14 **(For Defamation against all DEFENDANTS)**

15 97. PLAINTIFFS repeat and re-allege the allegations in the preceding paragraphs of
 16 this COMPLAINT as if fully set forth herein.

17 98. DEFENDANT MOSS published false and defamatory factual statements, including
 18 the Injurious Falsehoods regarding Plaintiff HADNAGY to third parties via various means,
 19 including but not limited to orally and in writings that were held out to the public at large and
 20 ratified in multiple posts made on Defendant DEF CON’s website.

21 99. DEFENDANT MOSS published false and defamatory factual statements, including
 22 the Injurious Falsehoods regarding Plaintiff HADNAGY in his capacity as the Chief Executive
 23 Officer of Plaintiff SOCIAL-ENGINEER and the operator of the SEVillage to third parties via
 24 various means, including but not limited to orally and in writings that were held out to the public
 25 at large and ratified in multiple posts made on Defendant DEF CON’s website.

26 100. Defendant DEF CON publicly instituted a lifetime ban against Plaintiff
 27 HADNAGY, individually and as Chief Executive Officer of Plaintiff SOCIAL-ENGINEER. The
 28 expressly stated grounds for Defendant DEF CON’s lifetime ban include the Injurious Falsehoods

1 and references that would readily understood by the public to infer that Plaintiff Hadnagy had
2 committed acts of sexual misconduct.

3 101. Both on their face, and because of the facts and circumstances known to persons
4 who read or heard the statements, it was reasonably understood that DEFENDANTS meant to
5 convey that Plaintiff HADNAGY and Plaintiff SOCIAL-ENGINEER were the targets of the
6 Injurious Falsehoods, and the perpetrators of the egregious and false Acts.

7 102. DEFENDANTS' publication and dissemination of the statements of the Injurious
8 Falsehoods exposed PLAINTIFFS to hatred, contempt, ridicule, and shame, and discouraged
9 others from associating or dealing with PLAINTIFFS.

10 103. DEFENDANTS knew, should have known, or intended that the dissemination of
11 information contained in the Transparency Report would be widespread and reach many, if not all
12 of PLAINTIFFS' business associates and potential business associates.

13 104. Due to DEFENDANTS' position and status in the infosec and Cybersecurity
14 communities, DEFENDANTS knew, should have known, or intended that reasonable minds
15 digesting the DEFENDANTS' published Injurious Falsehoods on their face would think the
16 absolute worst of Plaintiff HADNAGY and his business endeavors, including but not limited to
17 Plaintiff SOCIAL-ENGINEER.

18 105. Plaintiffs are informed, believe, and thereupon allege that Defendant MOSS was
19 aware of the negative impact the false allegations would have on the reputations of both
20 PLAINTIFFS and that they would interfere with PLAINTIFFS' contracts and business.

21 106. Due to DEFENDANTS' publishing of the Injurious Falsehoods, many business
22 associates assumed that whatever Plaintiff HADNAGY, individually and as Chief Executive
23 Officer of SOCIAL-ENGINEER, had been accused of must have been abhorrent, particularly
24 because the Event typically condones extreme and/or unique behavior.

25 107. DEFENDANTS' publishing of the Injurious Falsehoods has irreparably damaged
26 the reputation of PLAINTIFFS since they falsely depicted them in an unfavorable light. Similar
27 publicly stated lifelong bans before Plaintiff HADNAGY's were the result of allegations of sexual
28 abuse and sexually predatory behavior on the part of former participants in the Event.

1 108. Since the Injurious Falsehoods did not state with specificity how Plaintiff
2 HADNAGY allegedly violated the “Code of Conduct”, reasonable individuals viewing the
3 Injurious Falsehoods interpreted them to mean that there were despicable facts underlying the ban
4 and that Plaintiff HADNAGY was a sexual predator of the worst order. This false interpretation of
5 the Injurious Falsehoods was proliferated online and quickly shrouded PLAINTIFFS in an
6 irreversible scandal of the worst degree; in one exemplary post, Plaintiff HADNAGY was referred
7 to as the “Harvey Weinstein” of the infosec community by an onlooker who interpreted the
8 Injurious Falsehoods published by DEFENDANTS. This is just one of many examples of how
9 Plaintiff HADNAGY suffered a tarnished reputation due to DEFENDANTS’ foregoing conduct.

10 109. As a result of DEFENDANTS’ purposeful publishing the defamatory statements,
11 DEFENDANTS have exacted devastating damages on the business dealings of Plaintiff
12 HADNAGY as an individual.

13 110. As a result of DEFENDANTS’ publishing the defamatory statements,
14 DEFENDANTS have exacted devastating damages on the business dealings of Plaintiff SOCIAL-
15 ENGINEER due to Plaintiff HADNAGY being the face of Plaintiff SOCIAL-ENGINEER and his
16 founding of Plaintiff SOCIAL-ENGINEER being the focus of his entire adult life.

17 111. DEFENDANTS’ defamatory statements and Injurious Falsehoods published to
18 third parties were not privileged and they were published on a public forum that was viewable by
19 anyone in the world, and linked to all of Defendant DEF CON’s social media channels, including
20 Defendant DEF CON’s Twitter page, which currently has over four hundred thousand (400,000)
21 followers.

22 112. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANT MOSS
23 also published the Injurious Falsehoods to other key leaders in the Cybersecurity industry,
24 including but not limited to the organizers of the annual Black Hat convention in Las Vegas,
25 Nevada.

26 113. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANT MOSS
27 published additional false and defamatory statements to other key leaders in the Cybersecurity
28 industry including but not limited to organizers of Black Hat. These additional false and

1 defamatory statements include, but are not limited to:

- 2 a. PLAINTIFFS' employment practices are illegal and discriminatory against
- 3 protected class members of specific races and genders.
- 4 b. Plaintiff SOCIAL-ENGINEER's employment practices are illegal and enable
- 5 Plaintiff HADNAGY to perpetrate a hostile work environment against
- 6 protected class members of specific genders.

7 114. DEFENDANT MOSS undertook these efforts out of ill-will and spite for
8 PLAINTIFFS and their desire to exact revenge against PLAINTIFFS for attempting to move the
9 SEVillage to an alternative location.

10 115. DEFENDANTS' defamatory statements have interfered with PLAINTIFFS'
11 business and are aimed directly at PLAINTIFFS' goods, services, and reputations.

12 116. DEFENDANTS' defamatory "Transparency Report", the "Update" thereto, and
13 Injurious Falsehoods are false.

14 117. DEFENDANTS made the defamatory statements and Injurious Falsehoods
15 knowing they were false or had serious doubts about the truth of the statements or in the
16 alternative were reckless or at least negligent in making the defamatory statements.

17 118. As a result, PLAINTIFFS have suffered damages in an amount to be proven at trial
18 according to proof, including but not limited to, harm to their reputation, emotional harm,
19 exposure to contempt, ridicule, and shame, and threats to their businesses.

20 119. DEFENDANTS have falsely and materially damaged PLAINTIFFS' reputations
21 through unprivileged channels. PLAINTIFFS have suffered material loss of business exceeding
22 the annual sum of one million dollars and incurred extensive damages as a result of
23 DEFENDANTS' conduct.

24 120. Through the week prior to the filing of this COMPLAINT, DEFENDANTS have
25 allowed all of their posts to remain online, and PLAINTIFFS are still receiving inquiries and
26 backlash as to DEFENDANTS' public statements, which PLAINTIFFS are informed, believe and
27 allege will likely continue.

28 ///

THIRD CAUSE OF ACTION

(For Intentional Interference with Contractual Relations against all DEFENDANTS)

130. PLAINTIFFS repeat and re-allege the allegations in the preceding paragraphs of this COMPLAINT as if fully set forth herein.

131. Prior to February 9, 2022, PLAINTIFFS had entered into several long-term agreements for the provision of Cybersecurity and IT services for various large national corporations and law enforcement agencies.

132. DEFENDANTS had knowledge of PLAINTIFFS' foregoing agreements for the provision of products and/or services related to the advancement of cybersecurity and IT.

133. DEFENDANTS were aware of PLAINTIFFS' various clients and related agreements because a considerable portion of PLAINTIFFS' business agreements were secured through leads generated by way of their operation of the SEVillage.

134. Defendant MOSS has historically single-handedly recruited and maintained relationships with contributors and attendees at the Event and was aware of PLAINTIFFS' clientele who attended the Event.

135. Multiple of PLAINTIFFS' clients terminated their engagements with PLAINTIFFS and cited to the Injurious Falsehoods as the reason that they were voiding any and all business agreements.

136. DEFENDANTS also sought out other Cybersecurity conventions who worked with PLAINTIFFS, such as Black Hat, in order to improperly interfere with any business arrangements that allowed PLAINTIFFS to attend or operate in conjunction with other Cybersecurity conventions, such as Black Hat's convention in Las Vegas, Nevada.

137. PLAINTIFFS entered into annual agreements with Black Hat to be "Training Instructors" at their annual convention in Las Vegas, Nevada. DEFENDANTS were aware of these annual agreements because Defendant MOSS has been listed as a Director of Black Hat since 2018, and he also regularly attended Black Hat's annual conference and met Plaintiff HADNAGY there.

///

1 147. DEFENDANTS had knowledge that PLAINTIFFS were annual participants in
2 Black Hat's capstone conference that takes place in Las Vegas, Nevada.

3 148. DEFENDANTS further spread the Injurious Falsehoods publicly in order to
4 prevent PLAINTIFFS' consummation of certain services contracts.

5 149. DEFENDANTS further spread the Injurious Falsehoods publicly and to
6 representatives from Black Hat in order to prevent PLAINTIFFS from continuing to negotiate
7 their annual agreements to be a "teaching instructor" at clinics that reoccur annually at the Black
8 Hat conference in Las Vegas, Nevada. DEFENDANTS were aware of these annual agreements
9 because Defendant MOSS has been listed as a Director of Black Hat since 2018, and he also
10 regularly attended Black Hat's annual conference and met Plaintiff HADNAGY there

11 150. In light of the "Transparency Report", the Injurious Falsehoods, and the lifetime
12 ban from Defendant DEF CON, these prospective clients stated that they could not continue
13 negotiations with PLAINTIFFS for said business arrangements.

14 151. In light of Defendant MOSS' publishing the Injurious Falsehoods to representatives
15 of Black Hat, Black Hat elected not to enter into agreement with PLAINTIFFS for its services at
16 Black Hat's annual conference in Las Vegas, Nevada.

17 152. DEFENDANTS did not have privilege to state the Injurious Falsehoods or other
18 defamatory statements publicly and to prospective clients of PLAINTIFFS.

19 153. DEFENDANTS have in fact actually prevented the consummation of several
20 prospective agreements by spreading the Injurious Falsehoods regarding PLAINTIFFS.

21 154. Defendant MOSS intends to disrupt additional agreements in this same manner and
22 utilizing the distribution channels of Defendant DEF CON.

23 155. As a direct and proximate result of DEFENDANTS' intentional disruptions of the
24 foregoing agreements, the DEFENDANTS have deprived PLAINTIFFS of the benefits of various
25 bargained-for exchanges.

26 156. DEFENDANTS' conduct entitles PLAINTIFFS to monetary damages, including
27 interest and costs pursuant to law.

28 ///

SEVENTH CAUSE OF ACTION

(For Injunctive Relief against DEFENDANTS)

175. PLAINTIFFS repeat and re-allege the allegations in the preceding paragraphs of this COMPLAINT as if fully set forth herein.

176. The acts and omissions of DEFENDANTS as described in the preceding paragraphs have caused and will continue to cause irreparable harm to PLAINTIFFS.

177. PLAINTIFFS enjoy a reasonable likelihood of success on the merits of its claims asserted in this COMPLAINT.

178. A permanent injunction against DEFENDANTS is warranted to enjoin them from continuing their breaches, publicly disparaging and defaming PLAINTIFFS, and tortiously interfering with PLAINTIFFS' business contracts.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

PRAYER FOR RELIEF

Wherefore, based on the foregoing, PLAINTIFFS pray that this Court provide the following relief as follows:

- a) For actual, consequential, special, and incidental damages against the DEFENDANTS in an amount in excess of \$15,000 for each of the above-mentioned causes of action;
- b) For punitive damages;
- c) For a temporary restraining order;
- d) For preliminary injunctive relief
- e) For permanent injunctive relief;
- f) For reasonable attorneys' fees and costs incurred;
- g) For prejudgment interest;
- h) For such other relief at law or in equity to which the Court deems proper.

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial in accordance with Rule 38 of the Nevada Rules of Civil Procedure on all issues so triable.

August 9, 2023

RIKLIS LAW PLLC
Attorneys at Law

By /s/ Kristofer Riklis
KRISTOFER RIKLIS
Nevada Bar No. 14754
871 Coronado Center Dr., Suite 200
Henderson, Nevada 89052
Tel. 702 720 6471
Attorneys for CHRISTOPHER J. HADNAGY and
SOCIAL-ENGINEER, LLC